# Bangalore Electricity Supply Company Limited

*(Wholly owned by Government of Karnataka undertaking)*


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**Encl.** :

**Ref No.** : **BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3/** 2599

Office of the
General Manager (DSM)
Corporate Office,
BESCOM, Bangalore

**Date:** 13-10-2023

**Clarifications to the Tender :** RFP Enquiry No.:BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3, dated:07.09.2023

**Tender nomenclature :** "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 2,62,331 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme"

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| Sl. No. | Volume, Section & Clause | As per BESCOM tender documents | Prospective Bidders Queries | BESCOM Clarification |
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| 1 | **Section-4, Clause 4.14** | 4.14.1 The SPG shall maintain annual Capacity Utilization Factor of 19% (declared) for solar PV projects under this RFP.<br>4.14.2 During the first 10 years after COD, the minimum generation shall not be less than -15% of declared CUF of the Power Project, while after 10 years, the minimum generation shall not be less than -20% of declared CUF. To ascertain the CUF maintenance by the SPG, a third party may carry out checks for testing the CUF of the Project(s).<br>4.14.3 If the generation is found to be below the prescribed limits which is solely attributable to SPG, the SPG shall be liable to compensate the BESCOM | Bidders are obligated to maintain a certain CUF year on year and any reduction to this CUF carried a penalty. Additional capacity is to be added to achieve this CUF. Request some recognition to be given towards additional generation. | As per MNRE guidelines, No restrictions is made on installing DC capacity higher than total contracted AC capacity of the plant. However, the AC capacity and the declared CUF shall remain same throughout the PPA period. |

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| | | for shortfall in minimum generation at the rate agreed in PPA.<br>4.14.4 Purchase of any excess energy, beyond the +10% of the energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost and the SPG shall not be allowed to sell the excess energy under open access or any other buyer. | | |
| 2 | **Section-1, Clause-1.7.2** | The SPG shall identify the land nearer to SS, get ownership of land or its lease rights or combination of the above required for the Project at their own discretion. The responsibility of the successful Bidders shall include but not limited to identification of such land, conducting a due diligence upto the Bidder's satisfaction, negotiation of the land/lease price with the land owners as per the direction of Deputy Commissioner of the concerned district. | Role of SPG/Successful Bidder: Some of the PM-KUSUM schemes taken up for implementation by other state govts are providing the revenue lands identified by project implementing authority and allowing the bidders to enter sub-lease agreements with SPG with normal lease amount of INR 1/- per hectare. In view of the above, we request you kindly to implement the same process herein for this RFP also which will enable the SPG to focus on financing developments, design, engineering, procurement, construction, commissioning O&M of the project. | Land identification is under the scope of the developer for this RFP. However, BESCOM identified few lands which will be shared to the prospective bidders on request. |
| 3 | **Section-1, Clause-1.9.4** | The levelized ceiling tariff fixed by KERC is Rs.3.17 per kWh and the price quoted by the bidders shall not exceed the ceiling tariff. Ranking list of Techno-Commercially qualified bidders will be prepared for each Project in ascending order (L1, L2, L3, .... Ln) by listing each of the Tariff quoted in the Price schedule. | Selection of bidders: In some of the PM-KUSUM schemes taken up for implementation by other state Govts are not keeping any ceiling on levelised tariff to be quoted by the bidders. Hence, we request to kindly amend the clause accordingly. | Clause remains unaltered. |
| 4 | **Section-3, Clause-3.3 (17)** | Scheduled Commercial Operation Date (SCOD):<br>Nine (9) months from the date of signing of PPA. In case, MNRE extends SCOD timeline, same will be applicable. | Completion period: Consider the completion period as 12 months as per MNRE guidelines applicable to PM-KUSUM scheme. Since the implementation of the project involves technical feasibility, conducting a due-diligence, thereafter only we can able to start the construction activities and complete the project duly completing it associated 11kV line to connect the plant with concerned SS. To kindly consider the completion period as 12 months. | As per MNRE guidelines, to avail CFA, Scheduled Commercial Operation Date (SCOD) is Nine (9) months from the date of signing of PPA. In case, MNRE extends SCOD timeline, same will be applicable. |

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| 5 | **Section-1, Clause-1.10.1** | The SPG shall carry out any evacuation assessment study with respect to the connectivity of the Project to the respective SS. SPG shall inject power at 11kV of the SS and the metering shall be done at the delivery point(s) of respective SS. The SPG shall consider maximum 6.5MW solar capacity per 11kV bay, nearer to the delivery point. | The SPG shall consider a maximum 6.5MW solar capacity per 11kV bay, nearer to the delivery point.<br>For example: Project Capacity -11.8 MW.<br>1) Should we plan for 2 projects with a capacity of 6.5 MW and 5.3 MW and connect them to each BANK 2 and BANK 1?<br>2)Generator should have separate transmission line for each capacity of 6.5 MW and 5.3 MW? | Two plants shall be connected to each of the available spare bays, considering maximum capacity of 6.5MW per bay. |
| 6 | **Section-3, Clause-3.2 (10)** | Excess Generation: BESCOM, at any time during a Contract Year, shall be obliged to purchase +10% of energy, corresponding to annual maximum CUF of 19%, from the Solar Power Generator and shall be charged at 75% rate of PPA tariff or any other tariff determined by KERC, whichever is less, provided first right of refusal will vest with BESCOM.<br>Purchase of any excess energy, beyond +10% energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost. | Purchasing excess generation over 19% CUF at a predetermined tariff. | Corrigendum-3 is issued. |
| 7 | **Annexure-XIX** | - | To accept old BG format, even if BG format is modified. | BG will be accepted. |
| 8 | **Section-1, Clause-1.11** | The eligible CFA will be released to the RESCO developers through BESCOM on successful operation and performance of the solar plant for two months from the Scheduled Commercial Operation Date (hereinafter referred to as "SCOD"), with atleast one month CUF as per minimum CUF agreed in PPA and subject to receipt of CFA amount from MNRE. | The eligible CFA will be released to the RESCO developers through BESCOM on successful operation and performance of the solar plant for two months from the Scheduled Commercial Operation Date (hereinafter referred to as "SCOD"), with at least one month CUF as per minimum CUF agreed in PPA and subject to receipt of CFA amount from MNRE.<br>As the Bidder will be submitting the competitive quote anticipating the CFA from MNRE and in the event MNRE doesn't release (or) withdraw the CFA due to change in rules / regulations / change-in-law etc, BESCOM shall compensate the same by revising the Tariff accordingly. | As per KUSUM-C guidelines, MNRE will release CFA to the RESCO developers through BESCOM, only after submission of required documents to MNRE & fulfilling all MNRE guidelines, by the RESCO developers.<br>BESCOM will not compensate if the CFA is not received by BESCOM from MNRE. |
| 9 | **Section-7,** | Bidders are required to submit Single Bank | It is mandatory for all the participating | Illustration of Clause 7.6.1 of RFP |

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| | **Clause-7.6.1** | Guarantee towards EMD ("Bid Security") of INR 1,00,000/- (Rupees One Lakh only) per MW (AC) per Project for the proposed total capacity.<br><br>Illustration: For avoidance of doubt, in case a Bidder is eligible to quote for 20 MW (AC) capacity in total (based on Techno-Commercial criteria) and if the Bidder is interested to submit the Bids for two Projects of 8MW and 12MW, then the bidder can submit two separate Bid Securities for Rs.8 lakhs and Rs.12 lakhs respectively or can submit single Bid Security for Rs.20 lakhs. | bidders to upload scanned copy of the Bid Security (EMD) in the bidding portal and shall submit in Original at the mentioned address prior to opening of Techno-Commercial bids as stipulated under Clause 3.3 of this RFP:<br>Bid Security (EMD) amount of INR 1,00,000/- (Indian Rupees One Lakh only) per MW (AC) for the respective Project shall be submitted in the form of Bank Guarantee issued from any National scheduled bank, in India from the date on or after issue of RFP and valid for 225 (two hundred and twenty five) days. It is clarified that in case the Bidder is bidding for more than One Project, as per the provisions mentioned in this RFP, then the Bidder shall submit individual Bid Security for each Project. In addition to this, the bidders shall pay an amount of Rs. 500/- (Rupees Five hundred only) as EMD in the Bidding portal to enable further process of submission of bids.<br>It is requested that in case the Bidder is bidding for more than one projects in a District, as per the provisions mentioned in this RFP, then the Bidder shall submit District wise Bid Security for each Project. | may be referred. |
| 10 | **Section-4, Clause-4.1.4** | The solar power plant and associated 11kV line(s) is to be set up with adequate arrangements upto the delivery point(s) and O&M for 25 years from COD by the SPG at its own cost and in accordance with this RFP document. All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG. | The SPG shall be responsible for obtaining all applicable statutory clearances. All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG. Obtaining Statutory clearances from various authorities like Railway Dept., Irrigation Dept., State Highway Authorities, National Highway Authorities, Forest Dept., Revenue Dept., Water Board... etc. will be challenging for SPG. Hence, it is requested to arrange all the required statutory clearances through Single Window Portal by BESCOM or else | Clause remains unaltered. |

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| | | | we request to treat the time taken as reason attributable to BESCOM. | |
| 11 | **Section-4, Clause-4.15** | Open Access Restriction:<br>The SPG shall not sell solar power to any other buyer or is not allowed to go for open access at any point of time during the PPA tenure with third party other than BESCOM as plant is supported by the CFA provided by MNRE. In case SPG violates the same, the CFA granted by MNRE shall be returned proportionately as per MNRE procedures and the SPG is also liable to pay BESCOM, for non-supply of agreed contracted energy for the balance PPA period at the rate of prevailing average power purchase cost as penalty. | Excess Generation: For any excess generation beyond 19% annual CUF, BESCOM will not make any payment to the SPG.<br>Purchase of any excess energy, beyond the energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost and the SPG shall not be allowed to sell the excess energy under open access or any other buyer.<br>In case of Excess Generation, the SPG shall be free to sell it to any other entity provided first right of refusal shall vest with BESCOM. In case BESCOM purchases the excess generation, the same may be done at PPA tariff. BESCOM shall inform the SPG for procurement of excess power within 15 (fifteen) days of receiving a written intimation from the SPG for such excess generation. If in case BESCOM fails to reply to the SPG within the above stipulated time period of 15 (fifteen) days, then SPG shall be free to sell it to any third party. | Clause remains unaltered. |
| 12 | - | - | Non-availability of Space at SS for Bay Extension:<br>In case of any delay on account of Non-availability of Space at SS (or) delay in approval of Grid Connectivity, provided such delay is not on account of any default by the SPG, the Units that are impacted by such delay shall be deemed to have achieved the Commercial Operation Date, and such Units shall be eligible to receive deemed generation in accordance with the terms of the PPA. In case of delay in Commissioning of a Unit due to reasons beyond the reasonable control of the SPG, BESCOM shall extend the Scheduled Commercial Operation Date after examining the issue on a case-to-case basis. | The Projects are identified based on the availability of space for bays. Please refer Annexure-XX of RFP. |

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| 13 | **Section-4, Clause-4.2.1** | Grid Connectivity Compliance:<br>The SPG shall obtain power evacuation approval from competitive authorities after signing of PPA. In no case, BESCOM/KPTCL shall be held responsible for the non-performance of the SPG in obtaining the approval from competitive authorities for grid connectivity. | The SPG shall obtain power evacuation approval from competitive authorities after signing of PPA. In no case, BESCOM/KPTCL shall be held responsible for the non-performance of the SPG in obtaining the approval from competitive authorities for grid connectivity.<br>At the time of Commissioning, BESCOM shall ensure connectivity and sufficient grid availability with load at the Delivery Point(s) to ensure synchronization and drawl of power from the Project.<br><br>The connectivity clearances required for establishment of the Units and the Project in its entirety shall be through a single window portal of the BESCO that shall be accessible to the SPG. | Clause remains unaltered. |
| 14 | **Section-4, Clause-4.12.3** | For any delay of COD beyond Nine (9) months, the SPG is not eligible for CFA. | For any delay of COD beyond Nine (9) months, the SPG is not eligible for CFA.<br>In case of any delay on account of Non-availability of Space at SS (or) delay in approval of Grid Connectivity, delay in getting the statutory clearances from competent authority etc. which are beyond the control of SPG and which are not attributable to SPG, BESCOM has to issue suitable time extension without imposing penalty but with the eligibility of CFA. | Clause remains unaltered. |
| 15 | **Section-1 Clause-1.6.1** | The Bidder shall bid for the total solar capacity of the Project. Each bidder can bid for any number of Projects subject to Techno-Commercial criteria. The bidder is not allowed to bid for partial capacity of the Project. | The SPG is not permitted to commission the Project(s) partially.<br>The part Commissioning of the Units may be accepted by BESCOM subject to the condition that minimum capacity for acceptance of part Commissioning shall be the full capacity to be connected at a single bay of the BESCOM substation. | The solar capacity is calculated based on MNRE guidelines for arranging day time power supply to IP sets and the scheme is supported with MNRE CFA.<br><br>Hence, the Clause remains unaltered. |
| 16 | **Section-3, Clause-3.1.8**<br><br>**Section-7, Clause-7.6**<br><br>**Section-9, Clause-9.2, 9.5** | The Bid Security will be returned on completion of the Bidding Process, without any interest, as follows:<br>a. To the Unsuccessful bidders after completion of evaluation of price bid<br>b. To the Successful bidders only after submission of PBGs and signing of | For ease of deposits: EMD can be converted to PBG. Most of other states are also offer this. | As per MNRE order, EMD can be converted to PBG.<br><br>1. If the bidder fails to commission the plant within Nine months from the date of PPA, the PBG will be forfeited as detailed below:<br>-40% for one month delay |

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| | | PPA. | | -40% for two months delay &<br>-20% for three months delay<br><br>To simplify the procedure, the successful bidder has to submit three separate BGs towards PBG and EMD will be returned after submission of PBG.<br><br>2. As per the request of bidders, provision has been made to submit single EMD, if the bidder participates for more than one project. If the bidder qualifies for few projects, the EMD for the remaining projects has to be returned.<br><br>Considering the above facts, submission of PBG in the form of 3 BGs has made mandatory.<br><br>Hence, the Clause remains unaltered. |

All other terms and conditions of the RFP document, PPA and any Amendments issued thereon remain unaltered.

**General Manager (DSM)**
**BESCOM, Bangalore**